

1 **(September 8, 1997)**

2 **Auto And Workers Compensation Insurance - BNSF**

3 The Contractor, its subcontractors or agents, shall at its own expense, obtain and
4 maintain in force during the term of work involving Burlington Northern Santa Fe
5 facilities, property, and movement of trains on this Contract the following
6 insurance:

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- 8 a. Business Automobile Policy Insurance, including owned, non-owned,
9 and hired vehicles with minimum limits for bodily injury and property
10 damage of One Million Dollars (\$1,000,000) each occurrence, on all
11 vehicles which the Contractor or any of its agents or employees may use
12 at any time in connection with the performance of this Contract.
- 13
- 14 b. Worker's Compensation Insurance or coverage as required under the
15 Worker's Compensation "Act of the State of Washington. The policy
16 should include occupational disease to required statutory limits,
17 employer's liability of One Million Dollars (\$1,000,000) to include FELA,
18 if appropriate, and an *all states* endorsement.

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20 Burlington Northern Santa Fe shall not be a named insured under the above
21 policies.

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23 All insurance specified above shall be carried until the completion date of the
24 contract as described in Section 1-08.5 except as stated herein.

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26 When all the work involving construction activities within or immediately adjacent
27 to the railroad right of way is completed, the Contractor may make a written
28 request to the Engineer to be relieved of the responsibility to continue all or part of
29 the insurance specified above. If the Engineer deems the portion of the work in
30 that area is complete, the Engineer may approve the Contractor's request.
31 However, if for any reason the Contractor resumes or starts any new work in that
32 area (including being ordered to do so by the Engineer), the insurance shall be
33 reinstated by the Contractor before the work is started. If the insurance must be
34 reinstated because of negligence or acts by the Contractor or failure of the
35 Contractor to perform all the contract requirements, the costs shall be the
36 responsibility of the Contractor. If the insurance must be reinstated because of
37 changes to the contract, the costs will be considered in accordance with Section
38 1-04.4.